

A. G. Contract No. KR920861TRN  
ECS File: JPA 92-55  
Project: F-031-1-527/H 2008 01C  
Section: US-89 MP 1043+20-1043+30

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CHICAGO TRUST COMPANY

THIS AGREEMENT is entered into 10 June, 1992,  
between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and CHICAGO TRUST  
COMPANY, under Trust No. 11656, an Arizona Trust, acting by and  
through its Trust Officer (the "Trust").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Trust is empowered to enter into this agreement  
and has by authorization of it's beneficiary, a copy of which  
is attached hereto and made a part hereof, resolved to enter  
into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the Trust.

3. Incident to a future improvement project to US-89  
contemplated by the State, the Trust has requested that certain  
utility improvements be incorporated into the State's work, in  
the vicinity of MP 1043+20 to MP 1043+30, to include the  
installation of a 12" sewer line, and a 12" utility sleeve with  
associated manholes, at an estimated cost of \$30,475.00, all at  
Trust expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>16738</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/10/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>[Signature]</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications, documents and such other services required for construction bidding and construction of the Project. Incorporate the Trust's review comments as appropriate.

b. Call for bids, and with the concurrence of the Trust, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the Trust on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the Trust for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, in an amount estimated at \$30,475.00.

d. Upon completion approve and accept the Project on behalf of the parties hereto.

### 2. The Trust will:

a. Review the design documents and provide comments.

b. Prior to the State's advertisement for bids, and within thirty (30) days after receipt of an invoice, advance the State \$30,475.00 as the estimated cost of the Project. Be responsible for all Project costs, to include those over and above the State's estimate, as required to accomplish the Project. Be responsible for any contractor claims for extra compensation attributable to the Trust.

c. Upon completion and acceptance of the Project by the State, provide maintenance.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

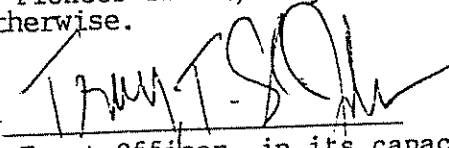
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

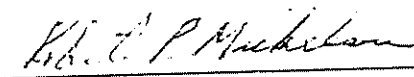
Chicago Trust Company  
c/o Alexander H. Sears  
Sears Financial Corporation  
310 South Williams Blvd., Suite 270  
Tucson, AZ 85711

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CHICAGO TRUST COMPANY, an Arizona Corporation, as Trustee under Trust No. 11,656 (formerly known as Pioneer Trust), only and not otherwise.

By   
Trust Officer, in its capacity  
as Trustee and not otherwise.

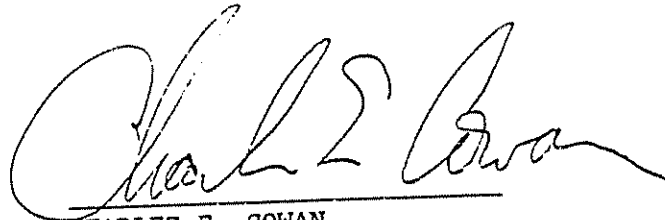
STATE OF ARIZONA  
Department of Transportation

By   
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 22th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Pioneer Trust of Arizona for the purpose of defining responsibilities for the design, construction and maintenance of sewer improvements incident to the State's improvement project to US-89.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read "Charles E. Cowan", written over a horizontal line.

CHARLES E. COWAN  
Director

# CHICAGO TRUST COMPANY

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2020 North Central Avenue, Phoenix, Arizona 85004

May 14, 1992

Arizona Department of Transportation  
State Highway Department  
206 S. 17th Avenue  
Phoenix, AZ

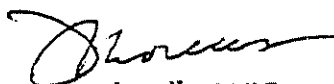
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Gentlemen:

Please be advised that Troy St. John, Trust Officer for Chicago Trust Company, is authorized to execute the above-referenced agreement on behalf of Chicago Trust Company as Trust Officer.

If you should have any questions in this regard, please contact the undersigned at 382-2200.

Very truly yours,




Terrence A. Noreus  
Vice President & Trust Officer

TAN:jp

Encl.

cc: Troy St. John

352.TN

APPROVED  
  
Assistant Attorney General  
Attorney for Department  
of Transportation  
Date 6/2/92